



# THE FAMILY LINES RAIL SYSTEM

500 Water Street · Jacksonville, Florida 32202 · Telephone (904) 359-3100

RECORDATION NO. 7414-E Filed 1982

JAN 21 1982 -3 40 PM

INTERSTATE COMMERCE COMMISSION

December 15, 1981

LAW DEPARTMENT  
Writer's direct  
telephone line:

No. JAN 21 1982  
Date.....  
Fee \$10.00

ICC Washington, D. C.

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

Dear Madam Secretary:

There are transmitted to you herewith for filing and recordation pursuant to 49 U.S.C. Section 11303, four duly executed counterparts of an Agreement of Partial Release dated as of December 15, 1981 among Seaboard Coast Line Railroad Company, whose address is 500 Water Street, Jacksonville, Florida 32202, Louisville and Nashville Railroad Company, whose address is 500 Water Street, Jacksonville, Florida 32202, and Mercantile-Safe Deposit and Trust Company, whose address is Two Hopkins Plaza, Baltimore, Maryland 21203.

By this Agreement of Partial Release, the following equipment was released from the Conditional Sale Agreement, Lease of Railroad Equipment and Agreement and Assignment dated as of February 15, 1974, which were filed and recorded with the Interstate Commerce Commission and assigned Recordation Numbers 7414, 7414-A and 7414-B, respectively:

Three (3) 100-ton open top hopper cars bearing L&N road numbers 193908, 193918 and 193989.

Attached hereto is a draft payable to the Interstate Commerce Commission to cover the recordation fee for said Release.

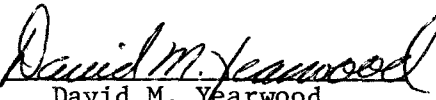
This letter of transmittal is signed by an officer of Seaboard Coast Line Railroad Company and Louisville and Nashville Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

After recordation, please return the recorded counterparts of  
said Release to:

Mr. Allen H. Harrison, Jr.  
Wilmer, Cutler & Pickering  
1666 K Street, N.W.  
Washington, D.C. 20006

Respectfully yours,

Louisville and Nashville Railroad Company

By   
David M. Yearwood  
General Attorney

**Interstate Commerce Commission**  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

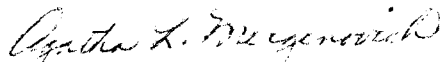
Allen H. Harrison, Jr.  
Wilmer, Cutler & Pickering  
1666 K Street, N. W.  
Washington, D. C. 20006

January 21, 1981

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/21/82 at 3:40PM, and assigned re-recording number(s). 7414-E

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

RECEIVED JAN 21 1982 3 40 PM

Counterpart No. \_\_\_\_\_  
Of 4 Cou

**INTERSTATE COMMERCE COMMISSION**

AGREEMENT OF PARTIAL RELEASE dated as of December 15, 1981 among Seaboard Coast Line Railroad Company and Louisville and Nashville Railroad Company, which two railroad companies operate, among other lines of railroad, the line known as "Clinchfield Railroad Company", leased from Carolina, Clinchfield and Ohio Railway and Carolina, Clinchfield and Ohio Railway of South Carolina (which first two named railroad companies are hereinafter sometimes individually called "SCL" and L&N", respectively, and collectively called the "Railroad"), Mercantile-Safe Deposit and Trust Company, hereinafter called "Mercantile", Seaboard Coast Line Railroad Company, individually, and Louisville and Nashville Railroad Company, individually.

WITNESSETH:

WHEREAS, the Railroad and Bethlehem Steel Corporation entered into a Conditional Sale Agreement dated as of February 15, 1974, hereinafter called the "Conditional Sale Agreement", covering, among other equipment, 500 100-ton open top hopper cars bearing L&N road numbers 193900 through 194399, hereinafter called the "cars";

WHEREAS, Bethlehem Steel Corporation and Mercantile entered into an Agreement and Assignment dated as of February 15, 1974, hereinafter called the "Assignment";

WHEREAS, the Railroad and L&N entered into a Lease of Railroad Equipment dated as of February 15, 1974, hereinafter called the "Lease", covering the cars;

WHEREAS, the Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the

Interstate Commerce Act, on February 27, 1974 and assigned Recordation No. 7414;

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, on March 8, 1974 and assigned Recordation No. 7414-A;

WHEREAS, the Assignment was filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, on March 21, 1974 and assigned Recordation 7414-B;

WHEREAS, three of the cars bearing L&N road numbers 193908, 193918 and 193989 have suffered Casualty Occurrences, hereinafter called the "Destroyed Cars";

WHEREAS, the Conditional Sale Agreement and Assignment provide that when the aggregate Casualty Value exceeds \$100,000, the aggregate Casualty Value shall be paid on the next installment payment date;

WHEREAS, the Railroad and L&N desire to obtain the release of the Destroyed Cars prior to the date payment of the Casualty Value is required for the Destroyed Cars, and Mercantile, under the Conditional Sale Agreement and Assignment, and SCL, under the Lease, are willing to consent thereto.

NOW, THEREFORE, Mercantile does hereby release the Destroyed Cars from the Conditional Sale Agreement and Assignment, and SCL does hereby release the Destroyed Cars from the Lease.

The SCL, under the Conditional Sale Agreement, and the L&N, under the Lease, do hereby agree to make payment for the Casualty Value of the Destroyed Cars as and when required by the Conditional Sale Agreement and Assignment.

The L&N will at its expense cause this Agreement to be filed and recorded with the Interstate Commerce Commission.

This Agreement may be simultaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

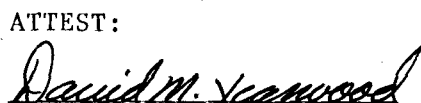
SEABOARD COAST LINE RAILROAD COMPANY

By   
Director of Finance

ATTEST:  
  
Assistant Secretary

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By   
Director of Finance

ATTEST:  
  
Attesting Officer

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

By   
Assistant Vice President

ATTEST:

  
Assistant Corporate Trust Officer

SEABOARD COAST LINE RAILROAD COMPANY

By   
Director of Finance

ATTEST:

  
Assistant Secretary

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By   
Director of Finance

ATTEST:

  
ATTESTING OFFICER

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF DUVAL )

On this 22nd day of December, 1981, before me personally appeared David D. Owen, to me personally known, who, being by me duly sworn, says that he is Director of Finance of Seaboard Coast Line Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Brenda L. Kelly  
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Oct. 5, 1985  
My Commission expires Bonded by American Fire & Casualty Company.

NOTARIAL SEAL

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF DUVAL )

On this 22nd day of December, 1981, before me personally appeared David D. Owen, to me personally known, who, being by me duly sworn, says that he is Director of Finance of Louisville and Nashville Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Brenda L. Kelly  
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Oct. 5, 1985  
My Commission expires Bonded by American Fire & Casualty Company.

NOTARIAL SEAL

STATE OF MARYLAND )  
 ) SS:  
CITY OF BALTIMORE )

On this 28<sup>th</sup> day of December, 1981, before me personally appeared R.E. SCHREIBER, to me personally known, who being by me duly sworn, says that he is an Assistant Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Patricia A. Wilson  
Notary Public

My Commission expires 7-1-82.

NOTARIAL SEAL

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF DUVAL )

On this 22nd day of December, 1981, before me personally appeared David O. Owen, to me personally known, who, being by me duly sworn, says that he is Director of Finance of Seaboard Coast Line Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Brenda S. Kelly  
Notary Public

My Commission expires

NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Oct. 5, 1983  
Bonded by American Fire & Casualty Company

NOTARIAL SEAL

STATE OF FLORIDA    )  
                              ) SS:  
COUNTY OF DUVAL    )

On this 22nd day of December, 1981, before me personally appeared David O. Owen, to me personally known, who, being by me duly sworn, says that he is Director of Finance of Louisville and Nashville Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Brenda S. Kelly  
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Oct. 5, 1985  
Bonded by American Fire & Casualty Company

My Commission expires \_\_\_\_\_.

NOTARIAL SEAL